

TRANSFER
TAX
PAIDWARRANTY DEED

006381

KNOW ALL MEN BY THESE PRESENTS, THAT, WINSOME CORPORATION, a Maine corporation duly organized and existing under the laws of the State of Maine, having a principal place of business at Waterville, County of Kennebec and State of Maine

In Consideration of ONE DOLLAR (\$1.00) and other valuable consideration, paid by EWI, LLC 3, a New Hampshire Limited Liability Company having a principal place of business at 45 Centre Street, City of Concord, County of Merrimack and State of New Hampshire 03301.

the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey WITH WARRANTY COVENANTS, to EWI, LLC 3, its successors and assigns, forever,

A certain lot or parcel of land with the buildings thereon, situated in the City of Waterville, County of Kennebec and State of Maine and bounded and described as follows:

Beginning at an iron pin found set on the southwesterly sideline of land now or formerly of the City of Waterville (Kennebec County Registry of Deeds, Book 1453, Page 852), said pin also bearing N 58°-22'-20" W and is 819.66' from an iron pin found set on the northwesterly sideline of the West River Road at the southeast corner of land now or formerly of R and R Enterprises (Book 3156, Page 16);

Thence S 22°-25'-59" W and along the northwesterly line of "Parcel One" as conveyed in Book 4437, Page 039 in the Kennebec County Registry of Deeds, and to be conveyed by the Grantor herein to Eaton W. Tarbell, Jr. by warranty deed of even date to be recorded, a distance of 1072.40' to an iron pin set on the northerly line of land now or formerly of James and Alice Pelotte (Book 1649, Page 120);

Thence N 57°-55'-08" W along the northerly line of Pelotte - 1000.00' to an iron pin set;

Thence N 58°-48'-53" W one hundred twenty-five and one one hundredth (125.01) feet along the northerly line of said Pelotte to an iron pin at the southwest corner of a certain parcel of land of Paul J. and Yvette C. Mitchell;

Thence N 59°-26'-43" E six hundred forty-nine (649') feet along the said Mitchell parcel to an iron pin located in the southeasterly line of the said parcel;

Thence N 48°-52'-13" E along the southeasterly line of Mitchell - 515.40' to an iron pin set on the southwesterly line of aforesaid City of Waterville;

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Thence S 56°-41'-50" E along the southwesterly sideline of the City of Waterville - 498.20' to the point of beginning.

Also hereby conveying an easement for the use of utility, water and sewer lines and facilities on the said abutting parcel of land to be conveyed by the Grantor to Eaton W. Tarbell, Jr., as shown on a plan entitled Land Title Survey for Eaton W. Tarbell, Jr., by Malcolm E. Harriman, PLS 1259, dated February 13, 1999, and to be recorded;

Also conveying a right of entry to and use of the sewerage system presently existing on the said parcel shown on the said Land Title Survey for Eaton W. Tarbell, Jr., the said parcel also being shown as Parcel 1 on a Plan of Crestwood Park for Hamilton Investment Trust by Rowe & Ellis dated June 27, 1977 and recorded in said Registry of Deeds in File #E77075; together with the right to keep, maintain and repair the same. Said right of entry and use, however, shall be subject to a determination by the Waterville Sewerage District that the said sewerage line is adequate for the purposes of serving Parcel 3 on a certain plan dated February 16, 1972 prepared by Richard J. Carey, recorded in Plan Book 42, Page 5, in addition to serving the improvements on the parcel hereby conveyed, shown as Parcel 2 on the said Carey Plan, and Parcel 1 as shown on the said Plan, as it may legally be developed. Provided, however, that said right of entry and use shall cease and determine upon the conveyance and transfer by the said Tarbell, his successors and assigns, of said sewerage system to the Waterville Sewerage District, as set forth in Book 2014, beginning at Page 63. The owner of the foregoing rights shall not in the exercise of said right of entry and use, unreasonably interfere with the use and enjoyment of said Parcel 1 as shown on the Carey Plan and in the event of any disturbance of the surface of the land above said sewerage system shall return the surface to its former condition, as set forth in Book 2014, beginning at Page 63.

Also conveying all rights, easements, privileges, and appurtenances belonging to the parcel herein conveyed.

This conveyance is subject to a sewer easement conveyed by Trustees of Hamilton Investment Trust to Paul J. Mitchell under an Agreement dated June 28th, 1977, said sewer easement more particularly described at Page 63 of a Deed recorded in the Kennebec Registry of Deeds in Book 2014.

The parcel hereby conveyed is also subject to a public right of way to that road known as "Crestwood Drive" by virtue of an Order providing for acceptance of Crestwood Drive as a public way, Order No. 22 as issued by the City of Waterville City Council on September 16th, 1975, and as depicted on a Plan prepared by Richard Carey, Licensed Surveyor, said Plan dated September 3rd, 1975 and said Plan recorded in the Kennebec Registry of Deeds at Plan Book 38A Page 43.

Also subject to two easements and rights of way in favor of Paul J. Mitchell and Yvette C. Mitchell by separate deed to be recorded concurrently herewith.

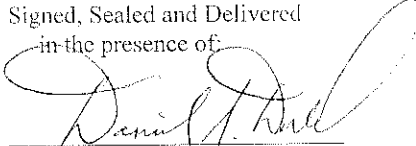
For the Grantor's source of title see Deed of Peoples Heritage Savings Bank dated July 7th, 1993 and recorded in the Kennebec Registry of Deeds at Book 4437 Page 39, wherein a part of the premises hereby conveyed are identified as Parcel 2, and a deed from Paul J. Mitchell and Yvette C. Mitchell of even date, to be recorded.

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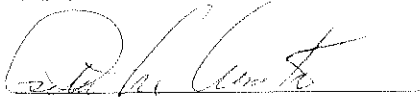
The legal description herein is based upon a 1999 re-survey of the property done by Malcolm E. Harriman, Professional Land Surveyor, as depicted on a Plan entitled "Land Title Survey of Orchard Park Apartments for EWT, LLC 3" to be recorded herewith, subject to all conditions and restrictions on said Plan.

IN WITNESS WHEREOF, the said WINSOME CORPORATION, has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Peter M. Austin, its President, hereunto duly authorized, this 3 day of MARCH, 1999.

Signed, Sealed and Delivered
in the presence of:


Witness

WINSOME CORPORATION


By: PETER M. AUSTIN
Its duly authorized President

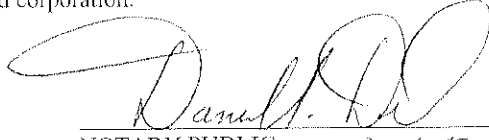
ACKNOWLEDGMENT

STATE OF MAINE
Androscoggin, SS.

MARCH 3, 1999

Personally appeared the above named PETER M. AUSTIN in his said capacity as President of WINSOME CORPORATION who declared the above instrument to be his free act and deed and the free act and deed of said corporation.

Before me,


NOTARY PUBLIC ATTORNEY AT LAW
DANIEL J. DUBORD
(print name)

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ATTEST: 
REGISTER OF DEEDS